

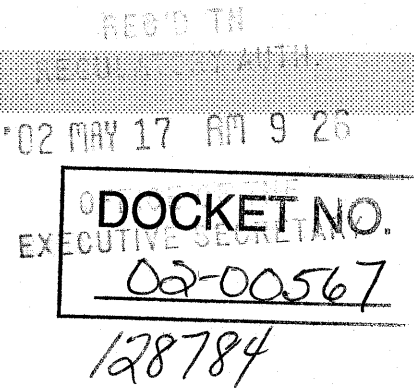
GLOBAL CONNECTION INC. OF AMERICA
Post Office Box 48269
Atlanta, Georgia 30362
Telephone: 678.966.8444, Ext. 101
Facsimile: 770.458.6773

GLOBAL CONNECTION INC. OF AMERICA

May 1, 2002

VIA OVERNIGHT DELIVERY

K. David Waddell, Executive Secretary
TENNESSEE REGULATORY AUTHORITY
460 James Robertson Parkway
Nashville, TN 37243-0505



Re: Application of Global Connection Inc. of Tennessee for a Certificate of Convenience and Necessity to Provide Facilities-Based and Resold Telecommunications Services throughout the State of Tennessee

Dear Mr. Waddell:

Global Connection Inc. of Tennessee hereby submits an original and thirteen (13) copies of its Application for a Certificate of Convenience and Necessity to provide facilities-based and resold telecommunications services throughout the State of Tennessee. Also enclosed is check #1727 in the amount of \$25.00 to cover the filing fee.

Filed under separate cover is Exhibit "F" and Exhibit "G" to the Application, which contains proprietary information. Because this information is highly confidential and proprietary, Global requests that the Tennessee Regulatory Authority not disclose this financial information to the public or to any of Global's competitors. Global's auditors are in the process of preparing the 2001 financial statements. We will supplement this application upon its completion if you require us to do so.

Please date-stamp one copy and return it to Global in the postage-paid, preaddressed envelope provided.

If you have any questions concerning this matter, or if you require additional information, please give me a call at 678.966.8444 x 101.

Sincerely,



Houssam Abdallah
President/CEO

/ach
Enclosures

A Communications Company

.....

BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN THE MATTER OF THE APPLICATION OF GLOBAL CONNECTION INC. OF TENNESSEE TO PROVIDE COMPETITION LOCAL TELECOMMUNICATION SERVICES

APPLICATION FOR CERTIFICATE TO PROVIDE COMPETING LOCAL TELECOMMUNICATIONS SERVICES

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), Global Connection Inc. of Tennessee ("GLOBAL") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant to GLOBAL authority to provide competing local telecommunications services, including exchange access telecommunications services, within the State of Tennessee. GLOBAL is willing and able to comply with all application rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA 65-4-201.

In support of its Application, GLOBAL submits the following:

1. The full name and address of the Applicant is:

GLOBAL CONNECTION INC. OF TENNESSEE
3957 Pleasantdale Road
Atlanta, GA 30340
Telephone: 678.966.8444 (main number)

Questions regarding this application should be directed to:

Houssam Abdallah, President/CEO
GLOBAL CONNECTION INC. OF TENNESSEE
3957 Pleasantdale Road
Atlanta, GA 30340
Telephone: 678.966.8444 x 101
Facsimile: 770.458.6773

Contact name and address at the Company is:

Houssam Abdallah, President/CEO
GLOBAL CONNECTION INC. OF TENNESSEE
3957 Pleasantdale Road
Atlanta, GA 30340
Telephone: 678.966.8444 x 101
Facsimile: 770.458.6773

2. Organizational Chart of Corporate Structure; Include any pertinent acquisition or merger information:

See **EXHIBIT A**

3. Corporate information:

Global Connection Inc. of Tennessee was incorporated in the state of Tennessee on August 19, 1999. A copy of GLOBAL's Articles of Incorporation are provided in **EXHIBIT B**. A copy of GLOBAL's Authority to transact business in the State of Tennessee is provided in **EXHIBIT C**. The names and addresses of the principal corporate officers are in **EXHIBIT D**. There are no officers in Tennessee. The biographies of the principal officers and other key technical staff are in **EXHIBIT E**.

4. GLOBAL possesses the managerial, technical and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below:

A. Financial Qualifications:

GLOBAL is currently operating in the State of Tennessee as a local reseller. All of GLOBAL'S customers are served on a prepaid basis. In support of its financial qualifications, GLOBAL submits the August 31, 2001 Financial Statement of its parent company, GLOBAL CONNECTION INC. OF AMERICA ("GCIA") as **EXHIBIT F**. GCIA provides local telephone services in nine states as a local reseller and in most states provides local telephone services via an unbundled network elements platform. **EXHIBIT F** summarizes the recent financial performance of the parent company (which include the results of Global Connection Inc. of Tennessee.) **EXHIBIT G** is the Personal Financial Statement dated May 31, 2001 for Sam Abdallah, President/CEO of the parent corporation, GCIA.

At this time GLOBAL does not have a Capital Expenditures Budget, as GLOBAL does not anticipate owning it's own facilities, nor does it anticipate purchasing network equipment and switches in the near future.

GLOBAL currently has a Corporate Surety Bond in place with the Tennessee Regulatory Authority. The Corporate Surety Bond is provided as **EXHIBIT H**.

B. Managerial Ability:

As shown in **EXHIBIT E** to this Application, Global has the managerial expertise to successfully operate a telecommunication enterprise in Tennessee. As described in the attached biographical information, GLOBAL's management team has extensive management and business experience in telecommunications.

C. Technical Qualifications:

GLOBAL's services will satisfy all the applicable minimum standards established by the TRA. The Company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all LECs regulated by the TRA. GLOBAL will not require customers to purchase CPE that cannot be used with the Incumbent Local Exchange Carrier's systems.

5. Proposed Service Area:

GLOBAL proposes to offer its services throughout the State of Tennessee on an unbundled network elements platform basis. These areas are currently being served by BellSouth and Sprint, who are designated open to competition. GLOBAL intends to offer this broad range of telecommunications services through the use of a UNE platform and through resold facilities.

6. Status of GLOBAL in other states:

GLOBAL and GCIA is certificated to provide telecommunications services in Tennessee, Alabama, Florida, Georgia, Indiana, Kentucky, Mississippi, North Carolina and South Carolina.

7. Types of Local Exchange Service to be provided:

GLOBAL expects to offer local telecommunications services to residential and business customers in Tennessee. GLOBAL's line of local services will be comparable to that currently offered by the incumbent LECS. Initially CLOBAL plans to offer basic access line service, Operational Calling Features and all services required under Chapter 1220-4-8-.04(3)(6) and (2).

8. Repairs and Maintenance:

GLOBAL understands the importance of effective customer service for local service customers. GLOBAL has made arrangements for its customers to call the company at its toll-free customer service number 1-877-780-1926. In addition, customers may contact the company in writing at the headquarters address. The toll free number will be printed on the customer's monthly billing statements. The contact person knowledgeable about providers operations is Houssam Abdallah, President/CEO referenced above (see #1.)

Granting the Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing GLOBAL to provide local exchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

In particular, the public will benefit both directly, through the use of the competitive services to be offered by GLOBAL and indirectly, because of GLOBAL's presence in Tennessee will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices and improve their quality of service. Granting this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

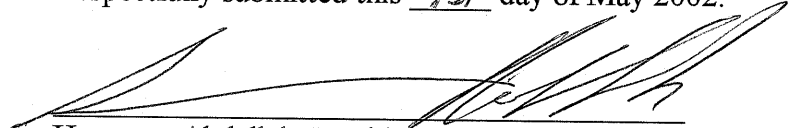
9. Small and Minority-Owned Telecommunications Business Participation Plan; (65-5-212); EXHIBIT I.

10. Toll Dialing Parity Plan: **EXHIBIT J.**
11. Applicant has served notice of this application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically. See **EXHIBIT K** for the list.
12. Numbering Issues: At this time GLOBAL has no plan to request assignment of NXXs or issue its own telephone numbers.
13. Tennessee Specific Operational Issues: Statements provided in **EXHIBIT L.**
14. Miscellaneous:
 - A. Sworn Pre-filed testimony: **EXHIBIT M.**
 - B. Applicant does not require customer deposits.
 - C. As of now, GLOBAL has not been subject to complaints in any of the states in which we are doing business.
 - D. A copy of our tariff is enclosed. See **EXHIBIT N.**
 - E. A sample bill is provided. See **EXHIBIT O.**

CONCLUSION:

GLOBAL respectfully requests that the TRA enter an Order granting it a Certificate of Convenience and Necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange on a resale basis and on a unbundled network elements platform throughout the State of Tennessee in the service areas of BellSouth and Sprint and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. For the reasons stated above, GLOBAL's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Respectfully submitted this 15th day of May 2002.



Houssam Abdallah, President/CEO
Global Connection Inc. of Tennessee

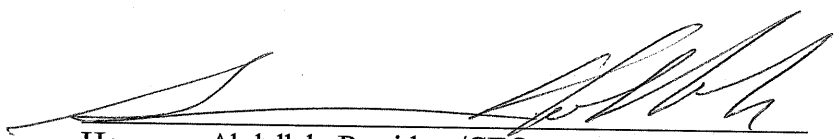
VERIFICATION

State of Georgia

County of Dekalb

Houssam Abdallah, being first duly sworn, deposes and says: That he is the President/CEO and Secretary for Global Connection Inc. of Tennessee. The undersigned attests that he has reviewed this filing on behalf of GLOBAL CONNECTION INC. OF TENNESSEE ("Applicant"), that it appears to be true and correct; and that it is hereby adopted on behalf of Applicant. By this application, and participating in all proceedings necessary to effect certification, Applicant hereby asserts its willingness and ability to comply with all rules and regulations that the Tennessee Regulatory Authority may impose subject to Tennessee law as now or hereafter enacted.

GLOBAL CONNECTION INC. OF TENNESSEE


Houssam Abdallah, President/CEO

SUBSCRIBED AND SWORN to before me

this 1st day of May 2002.



Angela C. Briggs, Notary Public
State of Georgia

My Commission Expires:

ANGELA C BRIGGS
Notary Public, Gwinnett County, Georgia
My Commission Expires December 3, 2005

EXHIBIT A

GLOBAL CONNECTION INC. OF AMERICA ORGANIZATIONAL CHART

See Attached.

Global Connection Organization Chart

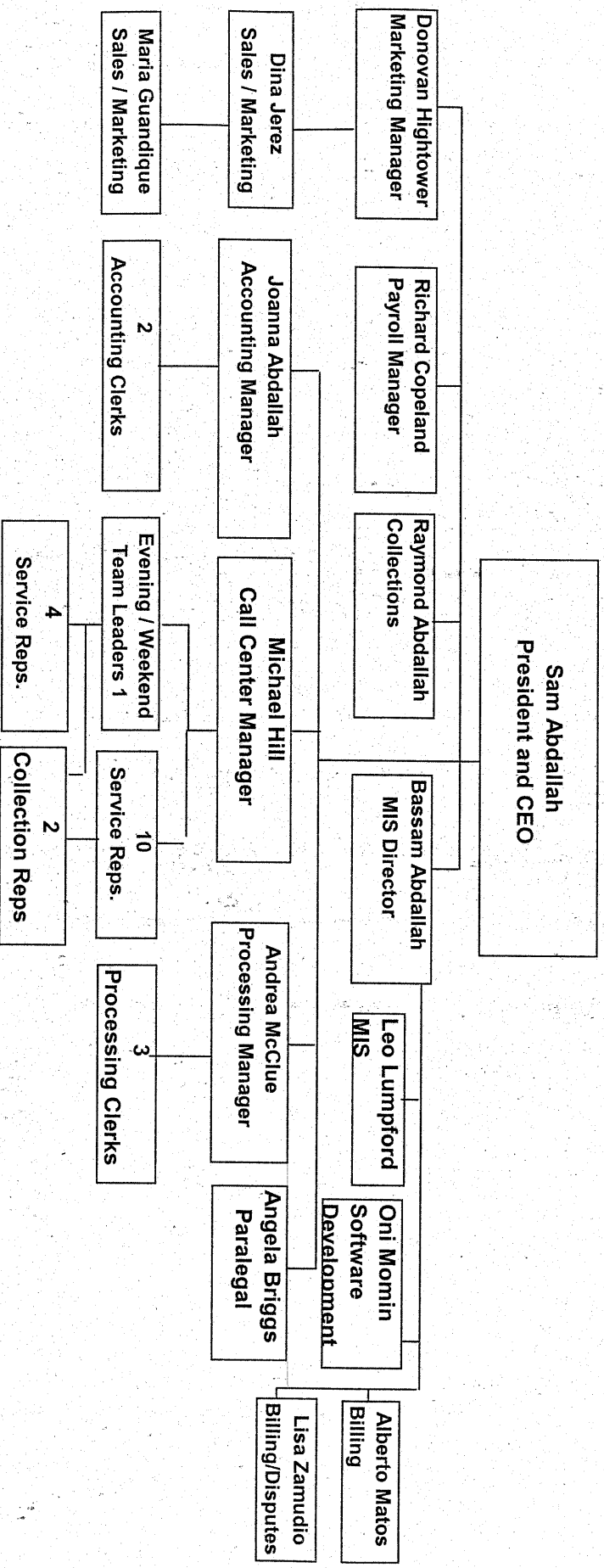


EXHIBIT B

GLOBAL CONNECTION INC. OF TENNESSEE

ARTICLES OF INCORPORATION

See Attached:

1. Global's Charter dated August 16, 1999
2. Global's Annual Report dated August 14, 2000
3. Global's 1999 Minutes & Bylaws

CHARTER
OF

SECRETARY OF STATE

Global Connection Inc. of Tennessee

The undersigned person(s) under the Tennessee Business Corporation Act adopt(s) the following charter for the above listed corporation:

1. The name of the corporation is Global Connection Inc. of Tennessee

[NOTE: Pursuant to Tennessee Code Annotated Section 48-14-101(a)(1), each corporation name must contain the word "corporation", "incorporated" or "company" or the abbreviation "corp.", "inc." or "co.".]

2. The number of shares of stock the corporation is authorized to issue is
100,000

3. (a) The complete address of the corporation's initial registered office in Tennessee is

CT Corp. System, 530 Gay St. Knoxville, TN. 37902

Street Address

County of KNOX

City

State, Zip Code

[NOTE: A street address, a zip code and the county are required by Tennessee Code Annotated Section 48-12-102(a)(3).]

(b) The name of the initial registered agent, to be located at the address listed in 3(a), is

CT Corp System

4. The name and complete address of each incorporator is:

Sam Abdallah, 3781 Presidential Pkwy, Ste. 140, Atlanta GA. 30340

Name

Address

Zip Code

Name

Address

Zip Code

Name

Address

Zip Code

[NOTE: An address and zip code are both required by Tennessee Code Annotated Section 48-12-102(a)(4).]

5. The complete address of the corporation's principal office is:

3781 Presidential Pkwy. suite 140 Atlanta, Georgia 30340

Street Address

City

State/Country

Zip Code

[NOTE: A street address and a zip code are both required by Tennessee Code Annotated Section 48-12-102(a)(5).]

6. The corporation is for profit.

7. Other provisions:

[NOTE: Insert here any provision(s) desired and permitted by law. Examples: names and addresses of persons serving are the initial board of directors, business purpose(s) of the corporation, management or regulation of affairs of the corporation, provision limiting the personal liability of directors for monetary damages for breach of fiduciary duty, etc. See Tennessee Code Annotated Section 48-12-102(b).]

August 16th, 1999

Signature Date

Sam Abdallah
Incorporator's Signature

Sam Abdallah

Incorporator's Name (typed or printed)



CORPORATION ANNUAL REPORT

Please return completed form to:
TENNESSEE SECRETARY OF STATE
 Attn: Annual Report
 312 Eighth Ave. N, 6th Floor
 William R. Snodgrass Tower
 Nashville, TN. 37243

Annual Report Filing Fee Due:

\$20, if no changes are made in block #6 to the registered agent/office, or
 \$40, if any changes are made in block #6 to the registered agent/office

PARENT FISCAL YEAR CLOSING MONTH: 08

IF DIFFERENT,

REPORT MONTH IS

THIS REPORT IS DUE ON OR BEFORE 12/01/00

SECRETARY OF STATE CONTROL NUMBER: 0375830

(1) NAME AND MAILING ADDRESS OF CORPORATION

GLOBAL CONNECTION INC. OF TENNESSEE

3781 PRESIDENTIAL PK
 SUITE 140
 ATLANTA, GA 30340

|||||

D 08/19/1999

FOR PROFIT

(2B) STATE OR COUNTRY OF INCORPORATION

TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

3957 PLEASANTDALE ROAD
 ATLANTA GA 30340

A. PRINCIPAL ADDRESS INCLUDING CITY STATE ZIP CODE

3781 PRESIDENTIAL PK, SUITE 140, ATLANTA, GA 30340

B. CHANGE OF PRINCIPAL ADDRESS:

STREET

CITY

STATE

ZIP CODE + 4

3957 PLEASANTDALE ROAD

ATLANTA

GA

30340

NAME AND BUSINESS ADDRESS INCLUDING ZIP CODE OF THE PRESIDENT SECRETARY AND OTHER PRINCIPAL OFFICERS
 (ATTACH ADDITIONAL SHEET IF NECESSARY)

TITLE

NAME

BUSINESS ADDRESS

CITY, STATE, ZIP CODE + 4

PRESIDENT

SAM ABDALLAH

3957 PLEASANTDALE ROAD

ATLANTA

GA 30340

SECRETARY

SAM ABDALLAH

3957 PLEASANTDALE ROAD

ATLANTA

GA 30340

1. BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY)

OR LISTED BELOW:

NAME

BUSINESS ADDRESS

☒ SAME AS ABOVE ☐ NONE

CITY, STATE, ZIP CODE + 4

SAM ABDALLAH

3957 PLEASANTDALE ROAD

ATLANTA

GA 30340

5) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS

CT CORPORATION SYSTEM

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS

530 GAY STREET, KNOXVILLE, TN 37902

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE

(I) CHANGE OF REGISTERED AGENT:

(II) CHANGE OF REGISTERED OFFICE:

STREET

CITY

STATE
 TN

ZIP CODE + 4

COUNTY

7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A
 MUTUAL BENEFIT CORPORATION AS INDICATED IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:

☐ PUBLIC
☐ MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK.

☐ RELIGIOUS

(8) SIGNATURE

(9) DATE

8-14-00

(10) TYPE PRINT NAME OF SIGNER:

SAM ABDALLAH

(11) TITLE OF SIGNER

PRESIDENT

** THIS REPORT MUST BE DATED AND SIGNED **

CONTINUED ON BACK

MINUTES & BYLAWS

OF

GLOBAL CONNECTION, INC. OF TENNESSEE

INCORPORATED UNDER THE LAWS OF

TENNESSEE

1999

RECEIVED SEP 25 2001

BYLAWS
OF
GLOBAL CONNECTION, INC. OF TENNESSEE

Table of Contents

- ARTICLE I - OFFICES**
- ARTICLE II - STOCKHOLDERS MEETINGS**
- ARTICLE III - BOARD OF DIRECTORS**
- ARTICLE IV - OFFICERS**
- ARTICLE V - CONTRACTS, LOANS, CHECKS AND DEPOSITS**
- ARTICLE VI - CERTIFICATE FOR SHARES**
- ARTICLE VII - FISCAL YEAR**
- ARTICLE VIII - DIVIDENDS**
- ARTICLE IX - SEAL**
- ARTICLE X - WAVIER OF NOTICE**
- ARTICLE XI - AMENDMENTS**

**BYLAWS
OF
GLOBAL CONNECTION, INC. OF TENNESSEE**

ARTICLE I - OFFICES

The address of the registered office of the corporation is 3781 Presidential Parkway, Suite 140, Atlanta, Georgia 30340 and the name of the registered agent is C T Corporation System, all until such time as the Secretary of State is notified of any change in the above.

ARTICLE II - STOCKHOLDERS MEETINGS

The annual meeting of stockholders of the corporation shall be on the 1st day of February of each year or if said day be a legal holiday, then on the next succeeding day not a holiday. Said meeting shall be within or without the State of Alabama at such place and time as may from time to time be fixed by the Board of Directors or as may be specified in the notice of said meetings.

Special meetings of the stockholders may be called at any time by the President or any holder or holders of as much as one third of the outstanding capital stock of the corporation upon not less than ten nor more than fifty days notice, either mailed to the last known address or personally given to each stockholder. Notice of special meeting may be waived by instrument in writing executed before or after the meeting. Attendance at such meeting in person or by proxy shall constitute a waiver of notice thereof.

Notice of any special meeting of stockholders shall state the purpose or purposes for which the meeting is called.

At all meeting of stockholders a majority of the outstanding shares of stock shall constitute a quorum for the transaction of business, and no resolution or business shall be transacted without the favorable vote of the holders of the majority of the shares represented at the meeting and entitled to vote. A lesser number may adjourn from day to day and shall announce the time and place to which the meeting is adjourned if they so adjourn the meeting.

Any action to be taken at a meeting of the stockholders of the corporation or any action that may be taken at a meeting of the stockholders may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the stockholders entitled to vote with respect to the subject matter thereof.

ARTICLE III - BOARD OF DIRECTORS

Subject to those Bylaws or any lawful or any lawful agreement between the stockholders, the full and entire management of the affairs and business of the corporation and shall be vested in the board of directors, which shall have and may exercise all of the powers that may be exercised or performed by the corporation.

The board of Directors shall consist of three or more members, unless the number of shareholders be less than three, in which case the number of Directors may be less than three, but not less than the number of shareholders. Said Directors shall be elected at the annual meeting of the stockholders and serve for a term of one year, or until their successors are elected. A majority of said Directors shall constitute a quorum for the transaction of business. All resolutions adopted and all business transacted by the Board of Directors present at the meeting.

The Directors may fill the place of any Director which may become vacant prior to the expiration of his term, such appointment by the Directors to continue until the expiration of the term of the Director whose place has become vacant.

The Directors shall meet annually following the annual meeting of the stockholders. Special meeting of the Directors may be called at any time by the President or by any Directors on two days notice. Notice of any such meeting may be waived by instrument in writing. Attendance in person at such meeting shall constitute a waiver of notice thereof. The signature of any Director approving the minutes of any meeting of the board of Directors entered thereon shall be effective to the same extent as if such Director has been present at such meeting.

Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

Any Director may be removed from office with or without cause upon the majority vote of the stockholders at a meeting with respect to which notice for such purpose is given.

ARTICLE IV - OFFICERS

The officers of the corporation shall consist of a President, Vice President, Secretary and Treasurer.

All officers of the corporation shall be elected for a term of one year by a majority vote of the Directors of said corporation. Said officers shall hold office until their successor has been duly elected or until his earlier resignation, death or removal or the termination of his office. Any officer may be removed by the board of Directors whenever in its judgment the best interest of the corporation will be served thereby.

DUTIES OF THE OFFICERS

- (1) **The President:** The President shall be the chief executive of the corporation and shall have general and active management of the corporation. He shall be responsible for administration of the corporation, including general supervision of the policies of the corporation, general and active management of the financial affairs of the corporation and shall execute bonds, mortgages, and other contracts under the seal of the corporation. The President shall have the authority to institute or defend legal proceedings or do any other acts consistent with the best interest of the corporation.
- (2) **Vice President:** The Vice President shall act as an assistant to the President and in the absence of the President consistent with the President's wishes. The Vice President shall also be primarily responsible for marketing.
- (3) **The Secretary:** The Secretary shall keep the minutes of all meetings of the Board of Directors and stockholders of the corporation and shall have charge of the minute book, stock books and seal of the corporation and shall perform such other duties and have such other powers as may from time to time be delegated to him by the President or Board of Directors. The Secretary shall maintain the stockholders record book, with name, address and number of shares held by each stockholder in this corporation. The Secretary, together with the President, shall sign all stock certificates issued by the corporation. The Secretary shall also send out notices of any stockholders or directors meetings when so required by the President of the corporation.
- (4) **The Treasurer:** The Treasurer shall be charged with the management of the financial affairs of the corporation and shall have the power to recommend action concerning the corporation's affairs to the President. The Treasurer shall maintain accurate books of account, showing all receipts and all disbursements of the corporation, and maintain such bank accounts as directed by the President of the Board of Directors of the corporation.

Any two officers of the corporation, as set forth above, may be combined, except those of President and Secretary.

ARTICLE V - CONTRACTS, LOANS, CHECKS AND DEPOSITS

- (1) Contracts - The directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.
- (2) Loans - No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the directors. Such authority may be general or confined to specific instances.
- (3) Checks, Drafts, etc. - All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the directors.
- (4) Deposits - All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositaries as the directors may select.

ARTICLE VI - CERTIFICATE FOR SHARES

Certificates of stocks shall be numbered in the order in which they are issued. They shall be signed by the President and Secretary, and the seal of the corporation shall be affixed thereto. On the stub of each certificate shall be entered the name of the person owning the shares, the number of shares and the date of issue. Certificates of stocks exchanged or returned shall be canceled by the Secretary and placed in their place in the stock book.

Transfers of stocks shall be made on the stock books of the corporation by the holder in person or by power of attorney on surrender of the old certificate for such shares duly assigned.

The holders of the common stock shall be entitled to one vote for each share of stock standing in their name.

No stockholders of this corporation shall sell any part of his stock until such stockholder shall given notice of intention to sell such stock to the corporation in writing at least 30 days prior to the sale of same.

ARTICLE VII - FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January in each year.

ARTICLE VIII - DIVIDENDS

The directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law.

ARTICLE IX - SEAL

The seal of the corporation shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such a seal at any time, the signature of the corporation followed by the word "seal" enclosed in parentheses or scroll shall be deemed the seal of the corporation. The seal shall be in the custody of the secretary and affixed by him on the certificates of stock and such other papers as may be directed by law, by these Bylaws or by the President.

ARTICLE X - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any stockholder or director of the corporation under the provisions of these by-laws or under the provisions of the articles of incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI - AMENDMENTS

These Bylaws may be altered, amended or repealed at any meeting of the stockholders by the affirmative vote of a simple majority of the issued and outstanding common stock of the corporation. Provisions may not be repealed, amended, adopted or altered by the Board of Directors without prior approval of the stockholders.

PARLIAMENTARY PROCEDURE

In all matters of order and procedure not specifically provided for by the Bylaws of the corporation, such order and procedure shall be governed by the action of the Board of Directors or actions of the officers ratified by the Board of Directors.

EXHIBIT C

GLOBAL CONNECTION INC. OF TENNESSEE

EVIDENCE OF AUTHORITY TO TRANSACT BUSINESS IN TENNESSEE

See Attached.

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

ISSUANCE DATE: 07/02/2001
REQUEST NUMBER: 01164105A

CHARTER/QUALIFICATION DATE: 08/19/1999
STATUS: ACTIVE
CORPORATE EXPIRATION DATE: PERPETUAL
CONTROL NUMBER: 0375830
JURISDICTION: TENNESSEE

TO:
GLOBAL CONNECTION INC. OF AMERICA
AT: LEGAL DEPARTMENT
PO BOX 48269
ATLANTA, GA 30362

REQUESTED BY:
GLOBAL CONNECTION INC. OF AMERICA
AT: LEGAL DEPARTMENT
PO BOX 48269
ATLANTA, GA 30362

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT

"GLOBAL CONNECTION INC. OF TENNESSEE"

WAS INCORPORATED OR QUALIFIED TO DO BUSINESS IN THE STATE OF TENNESSEE ON THE
ABOVE DATE, AND THAT THE ATTACHED DOCUMENT(S) WAS/WERE FILED IN OFFICE ON THE
DATE(S) AS BELOW INDICATED:

REFERENCE NUMBER	DATE FILED	FILING TYPE	FILING ACTION
3729-2909	08/19/1999	CHART-PROFIT	NAM DUR STK PRN OFC AGT INC MAL FYC
3967-2378	08/18/2000	AN RPT	
	12/01/2000		X

FOR: REQUEST FOR COPIES

ON DATE: 06/13/01

FEEES

FROM:
GLOBAL CONNECTION INC OF AMERICA
3781 PRESIDENTIAL PK
SUITE 140
ATLANTA, GA 30340-0000

RECEIVED: \$20.00 \$0.00
TOTAL PAYMENT RECEIVED: \$20.00

RECEIPT NUMBER: 00002893644
ACCOUNT NUMBER: 00318871



Riley C Darnell

RILEY C. DARNELL
SECRETARY OF STATE

EXHIBIT D

GLOBAL CONNECTION INC. OF TENNESSEE

PRINCIPAL OFFICERS

Houssam Abdallah, President, CEO
3957 Pleasantdale Road
Atlanta, GA 30040
Telephone: 678.966.8555
Facsimile: 770.458.6773

Houssam Abdallah, Secretary
3957 Pleasantdale Road
Atlanta, GA 30040
Telephone: 678.966.8555
Facsimile: 770.458.6773

EXHIBIT E

MANAGEMENT TEAM & PERSONNEL

The individuals who initially implemented the formation of Global, and developed its base of operations, have included the following persons:

Houssam Abdallah, President/C.E.O.

Thomas Pierce, Comptroller

Bassam Abdallah, Director of Management Information Systems

Michael Hill, Call Center Director

Houssam Abdallah has established Global Connection Inc. of America in June 1998 and has operated as a provider of local telephone communications pursuant to the authority of the Georgia Public Service Commission since October 1998. Prior to such, he created and continues to operate S.E.D.C., Inc. a regional Dental / Optical / Chiropractic Plan which is primarily directed to income groups not utilizing conventional insurance coverage. S.E.D.C. was founded in 1994 and has expanded to multi-state operations. Mr. Abdallah has extensive experience in the management of sales personnel and identification of market potential. He is the director of Operations and is involved in ensuring regulatory compliance and maintains continuing communications with Southern Bell, as well as other I.L.E.C.s with which the Company utilizes in providing services.

Thomas Pierce has evidenced the ability to manage, coordinate and motivate administrative staff to maintain the internal functions of consumer businesses. Mr. Pierce maintains the audit processes for the company. Prior to his affiliation with the Company, Mr. Pierce had previously been engaged as an independent C.P.A. licensed in the state of Florida. Mr. Pierce's position includes management of working capital including receivables, cash and payables. Financial forecasting, including capital budget, cash budget, pro forma financial statements, external financing requirements, financial condition requirements.

Bassam Abdallah, the Director of Management Information Systems, has extensive experience in the field of technology platforms for administration of commercial operations. Mr. Abdallah is presently acting with software engineers to perfect the back office technology platform which will allow Global to interface with the Primary Carriers, Payment Centers and Customers on a virtual basis to allow for efficiency in the management of service and account maintenance.

Michael Hill, Call Center Director. Mr. Hill has extensive experience, 22 years, in customer service and call center management and organizational development.

EXHIBIT F

GLOBAL CONNECTION INC. OF AMERICA

**FINANCIAL STATEMENTS
AUGUST 31, 2001 and DECEMBER 31, 2000**

See Attached.

GLOBAL CONNECTION, INC. OF AMERICA

**(A Georgia Corporation)
ATLANTA, GEORGIA**

FINANCIAL STATEMENTS

AUGUST 31, 2001 & DECEMBER 31, 2000

INDEX

	Folio
President's Report	1
Balance Sheet	2
Statement of Income and Retained Earnings	3
Schedule of Operating Expenses	4
Notes to Compiled Financial Statements	5

SEPTEMBER 14, 2001

TO WHOM IT MAY CONCERN:

The accompanying balance sheet of GLOBAL CONNECTION, INC. OF AMERICA, (a Georgia Corporation) as of August 31, 2001 and December 31, 2000 and the related statements of income and retained earnings for the periods then ended, were prepared in compliance with standards established by accountants and bankers. All information included is summarized from our books and financial records.

Since the accompanying financial statements were prepared internally and without audit, no opinion is expressed.

Sincerely,

**Sam Abdallah
President**

GLOBAL CONNECTION, INC. OF AMERICA

(A Georgia Corporation)

BALANCE SHEET

AUGUST 31, 2001 & DECEMBER 31, 2000

(COMPILED - UNAUDITED)

Assets

	2001	2000
Current Assets		
Cash	\$ 189,289	\$ 255,427
Accounts Receivable - Net	1,159,276	296,090
Total Current Assets	<u>\$ 1,348,565</u>	<u>\$ 551,517</u>
 Furniture, Fixtures & Equipment		
Furniture, Fixtures & Equipment	\$ 23,918	\$ 21,868
Less Accumulated Depreciation	12,068	8,068
Net Furniture, Fixtures & Equipment	<u>\$ 11,850</u>	<u>\$ 13,800</u>
 Other Assets		
Organizational Cost (Net)	\$ 92	\$ 105
Employee Advances	600	1,750
Overcharge Credit - Bellsouth	200,000	0
Deposit - Bellsouth	0	3,000
Total Other Assets	<u>\$ 200,692</u>	<u>\$ 4,855</u>
 Total Assets	<u><u>\$ 1,561,107</u></u>	<u><u>\$ 570,172</u></u>

Liabilities and Shareholders' Equity

Current Liabilities		
Accounts Payable - Bellsouth & Alltel	\$ 263,812	\$ 0
Accounts Payable - Other	59,051	56,426
Payroll & Excise Taxes Payable	25,462	25,904
Notes Payable - Bank of America LOC	40,285	74,600
Total Current Liabilities	<u>\$ 388,610</u>	<u>\$ 156,930</u>
 Other Liabilities		
Loans Payable - Melhem 10%	\$ 364,583	\$ 0
Loans Payable - Shareholder	320,955	159,312
Total Other Liabilities	<u>\$ 685,538</u>	<u>\$ 159,312</u>
Total Liabilities	<u><u>\$ 1,074,148</u></u>	<u><u>\$ 316,242</u></u>
 Shareholder's Equity		
Common Stocks	\$ 5,000	\$ 5,000
Retained Earnings	481,959	248,930
Total Shareholder's Equity	<u>\$ 486,959</u>	<u>\$ 253,930</u>
 Total Liabilities and Shareholder's Equity	<u><u>\$ 1,561,107</u></u>	<u><u>\$ 570,172</u></u>

THE ACCOMPANYING NOTES ARE AN INTEGRAL
PART OF THESE COMPILED FINANCIAL STATEMENTS.

GLOBAL CONNECTION, INC. OF AMERICA
(A Georgia Corporation)
STATEMENT OF INCOME & RETAINED EARNINGS
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2001 AND
FOR THE YEAR ENDED DECEMBER 31, 2000
(COMPILED - UNAUDITED)

	<u>EIGHT MOS 2001</u>	<u>TWELVE MOS 2000</u>
Income - Net Sales	\$ 3,163,968	\$ 2,655,902
Cost of Sales - Bellsouth, etc.	<u>1,816,742</u>	<u>1,648,983</u>
Gross Profit	\$ 1,347,226	\$ 1,006,919
Operating Expense	<u>1,114,197</u>	<u>810,499</u>
Operating Income	\$ 233,029	\$ 196,420
Taxes on Income (S-Corp)	<u>0</u>	<u>0</u>
Net Income	\$ 233,029	\$ 196,420
Retained Earnings - Beginning	<u>248,930</u>	<u>52,510</u>
Retained Earnings - Ending	<u><u>\$ 481,959</u></u>	<u><u>\$ 248,930</u></u>

THE ACCOMPANYING NOTES ARE AN INTEGRAL
PART OF THESE COMPILED FINANCIAL STATEMENTS.

GLOBAL CONNECTION, INC. OF AMERICA
(A Georgia Corporation)
NOTES TO COMPILED FINANCIAL STATEMENTS
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2001 AND
FOR THE YEAR ENDED DECEMBER 31, 2000
(COMPILED - UNAUDITED)

Note 1 - Accounts Receivable & Deferred Taxes on Income

Net Accounts Receivable amounted to \$1,159,276 at August 31, 2001 and \$ 296,090 at December 31, 2000. The allowance for doubtful accounts is estimated at \$155,926 and \$39,910.

The company files it's tax return on the cash basis without including accounts receivable and accounts payable. The loss distributed to the shareholder for each year amounted to \$146,096 for 2000 and \$121,803 for 1999.

Note 2 - History of the Company

GLOBAL CONNECTION, INC. OF AMERICA was incorporated under the laws of the State of Georgia on May 15, 1998 as an "S-Corporation" by its sole shareholder, Sam Abdallah. Operations began in October 1998.

Note 3 - Loans Payable - Melhem

Loans Payable - Melhem totalled \$364,583 including \$14,583 interest payable. Dates & amounts of note advances were \$ 200,000 in December 2000 and \$150,000 in January 2001. Interest rate used to calculate accrued interest is ten percent.

Note 4 - Related Party Transactions

The home office building and computer equipment is leased from Sam Abdallah & SEDC, Inc. Lease payments are \$7,000 monthly for five years which total \$420,000 over the lease period June 1, 2001 to May 31, 2006.

Annual lease commitments by year are summarized below:

Year ended 12-31-2001 (4 months)	\$ 28,000
Year ended 12-31-2002 (12 months)	\$ 84,000
Year ended 12-31-2003 (12 months)	\$ 84,000
Year ended 12-31-2004 (12 months)	\$ 84,000
Year ended 12-31-2005 (12 months)	\$ 84,000
Year ended 5-31-2006 (8 months)	\$ 56,000
Total Lease commitment	\$ 420,000

Additional computer equipment is leased from SEDC, Inc. Lease payments are \$3,000 monthly for three years which total \$108,000 over the lease period January 2000 to December 2002. Annual lease commitments by year are summarized below:

Year ended 12-31-2000 (4 months)	\$ 12,000
Year ended 12-31-2001 (12 months)	\$ 36,000
Year ended 12-31-2002 (12 months)	\$ 36,000
Year ended 12-31-2003 (8 months)	\$ 24,000
Total Lease commitment	\$ 108,000

GLOBAL CONNECTION, INC. OF AMERICA
(A Georgia Corporation)
SCHEDULE OF OPERATING EXPENSES
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2001 AND
FOR THE YEAR ENDED DECEMBER 31, 2000
(COMPILED - UNAUDITED)

	EIGHT MOS 2001	TWELVE MOS 2000
Accounting & Professional Fees	\$ 81,554	\$ 80,953
Advertising	26,404	35,836
Automotive Expense	8,164	3,524
Bad Debt Expense	116,016	6,536
Bank Service Charges	804	2,969
Commissions	69,185	51,589
Computer Expense	2,148	1,038
Contract Services	98,851	150,471
Depreciation & Amortization	4,013	5,964
Dues & Subscriptions	3,550	1,875
Equipment Rentals	83,001	47,590
Insurance	8,265	5,210
Interest	14,583	1,000
Janitorial	6,253	0
Office Expense	14,314	20,555
Postage	1,769	1,921
Printing & Reproduction	6,503	1,504
Professional Development-Seminars & Training	246	207
Rent	61,274	53,949
Repairs & Maintenance	5,485	8,554
Salaries & Wages	408,222	262,112
Taxes & Licenses	36,538	41,295
Telephone	18,999	23,117
Travel Expense	31,055	2,730
Utilities	7,000	0
Total Operating Expense	\$ 1,114,197	\$ 810,499

THE ACCOMPANYING NOTES ARE AN INTEGRAL
OF THESE COMPILED FINANCIAL STATEMENTS.

EXHIBIT G

PERSONAL FINANCIAL STATEMENT OF SAM ABDALLAH DATED MAY 31, 2001

See Attached.

SAM ABDALLAH

ATLANTA, GEORGIA

PERSONAL FINANCIAL STATEMENT

MAY 31, 2001

INDEX

To Whom It May Concern - Cash Basis Individuals

**Statement of Assets and Liabilities
and Excess of Assets over Liabilities**

Notes to the Cash Basis Financial Statement

Folio

1

2

3

June 27, 2001

TO WHOM IT MAY CONCERN:

Assets and Liabilities and Excess of Assets over Liabilities as of May 31, 2001 resulted from cash transactions ("Cash Basis").

The accompanying Statement of Assets and Liabilities and Excess of Assets over Liabilities includes the personal assets and liabilities of SAM ABDALLAH. Assets are stated at their estimated current values ("Estimated Value Basis") and liabilities at their estimated current amounts as well as historical cost ("Cost Basis"). Estimated current values are based on insurance replacement values, owner's estimates and last appraisal available.

A personal financial statement format that I used is similar to that used by some banks and accountants. It is limited to presenting financial information that I represent to be factual.

**SAM ABDALLAH
3536 Mount Vernon Court
Lawrenceville, Georgia 30244**

SAM ABDALLAH
ATLANTA, GEORGIA
STATEMENT OF ASSETS AND LIABILITIES
AND EXCESS OF ASSETS OVER LIABILITIES
MAY 31, 2001

	<u>COST</u> <u>BASIS</u>	<u>ESTIMATED</u> <u>VALUE</u> <u>BASIS</u>
ASSETS		
Cash in Banks & On Hand	\$ 12,000	\$ 12,000
Marketable Securities (Note 1 - Folio 3)	56,739	56,739
Notes & Accounts Receivable - AMG	11,616	11,616
Notes & Accounts Receivable - GLOBAL	159,312	159,312
Investments in Common Stock of Closely-held Corporations (Note 2 - Folio 3)		
Southeast Dental Care, Inc. (SEDC, Inc.)	464,192	835,707
AMG, Inc.	21,114	681,114
Global Connection, Inc. of America	253,930	1,963,930
Retirement Plan - SEDC 401K - Mutual of NY	12,000	15,000
Real Estate - Residential		
Personal Residence - Lawrenceville, Georgia (Encumbered by mortgage notes - \$119,244 & \$58,746)	165,000	260,000
Real Estate - Commercial Building - 3957 Rental Income Property - Atlanta, Georgia (Encumbered by mortgage notes - \$328,967 & \$67,067)	421,183	650,000
Real Estate - Commercial Building - 3955 50% Interest - Rental Income Property - Atlanta, Georgia (Encumbered by mortgage notes - \$256,604 & \$63,345)	162,500	280,000
Real Estate - Condo - Lebanon (Held for Investment - unencumbered)	75,000	75,000
Real Estate - Undeveloped land - Lebanon (Held for Investment - unencumbered)	543,000	650,000
Personal Assets		
Automobile (Note 3 - Folio 3)	70,000	48,000
Personal effects (excluding jewelry-Note 3 - Folio 3)	32,000	32,000
Jewelry & Watches	32,500	32,500
Persian Rugs	12,500	18,000
Silverware & Crystal	36,000	36,000
TOTAL ASSETS	\$ 2,540,586	\$ 5,816,918

SAM ABDALLAH
ATLANTA, GEORGIA
STATEMENT OF ASSETS AND LIABILITIES
AND EXCESS OF ASSETS OVER LIABILITIES
MAY 31, 2001

LIABILITIES	<u>COST BASIS</u>	<u>ESTIMATED VALUE BASIS</u>
8.6 % Mortgage Notes Payable to Chase Bank \$1,219 monthly including interest (secured by first mortgage on personal residence, Lawrenceville, Ga. - Estimated value - \$260,000)	\$ 119,244	\$ 119,244
Installment Note payable to Community Bank of Georgia \$1,362 monthly including interest due January 2004 (secured by second mortgage on personal residence & stock-assets of SEDC, Inc.)	58,746	58,746
Installment Notes Payable to NationsBank \$566 monthly including interest (secured by 96 Mercedes Automobile with an estimated value of \$ 48,000)	8,490	8,490
8.475 % Mortgage Notes Payable to Bank of America \$3,349 monthly including interest (secured by first mortgage on commercial building #3957, Atlanta, Ga. - Estimated Value - \$ 650,000)	328,967	328,967
11.5 % Mortgage Notes Payable to Bank of America \$2,516 monthly including interest (secured by first mortgage on commercial building #3957,) Atlanta, Ga. - Estimated Value - \$ 650,000)	67,067	67,067
9.25 % Mortgage Notes Payable to Bank of America \$2,717 monthly including interest (secured by first mortgage on commercial building #3955,) Atlanta, Ga. - 50% Estimated Value - \$ 280,000)	128,302	128,302
11.5 % Mortgage Notes Payable to Bank of America \$2,516 monthly including interest (secured by first mortgage on commercial building #3955,) Atlanta, Ga. - 50% Estimated Value - \$ 280,000)	31,672	31,672
Loans & Advances - SEDC, Inc.	165,366	165,366
Miscellaneous Accounts and Credit Card Accounts	2,500	2,500
Estimated Deferred Income Taxes on the differences between the estimated current values of assets and the current amounts of liabilities and their tax bases. (Note 4 - Folio 3)	0	655,266
TOTAL LIABILITIES	\$ 910,354	\$ 1,565,620
EXCESS OF ASSETS OVER LIABILITIES (NET WORTH)	\$ 1,630,232	\$ 4,251,297

SAM ABDALLAH
ATLANTA, GEORGIA
NOTES TO
STATEMENT OF ASSETS AND LIABILITIES
AND EXCESS OF ASSETS OVER LIABILITIES
MAY 31, 2001

NOTE 1 - INVESTMENT IN MARKETABLE SECURITIES

The following shares are registered in name of Sam Abdallah with none pledged or restricted:

<u>Security</u>	<u>Shares</u>	<u>Value / Share</u>	<u>Market Value</u>
ELNIK	600	\$ 8.31250	\$ 4,995
ELNIK	1,000	\$ 8.12500	\$ 8,138
FCI	2,500	\$ 6.09375	\$ 15,234
INSP	500	\$ 14.93750	\$ 7,481
NETA	4,000	\$ 3.84375	\$ 15,383
NPNT	1,000	\$ 5.50000	\$ 5,508
TOTAL SECURITIES			\$ 56,739

NOTE 2 - INVESTMENT IN CLOSELY-HELD CORPORATIONS

The accompanying Statement of Assets and Liabilities and Excess of Assets over Liabilities includes the personal assets and liabilities of SAM ABDALLAH. Assets are stated at their estimated current values (estimated value basis) and liabilities at their estimated current amounts as well as historical (cost basis). Estimated current values are based on insurance replacement values, owner's estimates and last appraisal available. Sam Abdallah owns 100 % of SEDC common shares. The cost basis of these investments is stated at original cost. Adjustments for the increase in current value of these assets are summarized below in the condensed balance sheet prepared as of December 31, 2000:

<u>SEDC, INC.</u>	<u>Balance</u>	<u>Adjustments</u>	<u>Adjusted</u>
<u>'C CORP'</u>	<u>Sheet</u>		<u>Balance</u>
Current Assets	\$ 481,223		\$ 481,223
Furniture & Equip-net	\$ 12,059		\$ 12,059
Other-Loans SH, Goodwill & Deposit	\$ 241,238	\$ 371,515	\$ 612,753
Total Assets	\$ 734,520	\$ 371,515	\$ 1,106,035
Current Liabilities	\$ 200,984		\$ 200,984
Non-current Liabilities	\$ 69,344		\$ 69,344
Total Liabilities	\$ 270,328		\$ 270,328
NET BOOK VALUE (EQUITY)	\$ 464,192	\$ 371,515	\$ 835,707

The adjustment above is required to recognize the unrecorded value of goodwill and customer lists. The formula used to establish the value of business was by calculating goodwill and customer lists based on 50% of the annual gross revenue of SEDC. (\$ 743,029 @ 50% = \$ 371,515). \$ 371,515 value was added to the net book value (equity) for SEDC. Assets and common shares are pledged to Bank of America collateral for Notes Payable at December 31, 2000.

SAM ABDALLAH
ATLANTA, GEORGIA
NOTES TO
STATEMENT OF ASSETS AND LIABILITIES
AND EXCESS OF ASSETS OVER LIABILITIES
MAY 31, 2001

NOTE 2 - INVESTMENT IN CLOSELY-HELD CORPORATIONS (continued)

Sam Abdallah owns 100% of GLOBAL common shares. The cost basis of these investments is stated at original cost. Adjustments for the increase in current value of these assets are summarized below in the condensed balance sheet prepared as of June 30, 1999:

<u>GLOBAL CONNECTION, INC.</u> <u>OF AMERICA - "S CORP"</u>	Balance Sheet	Adjustments	Adjusted Balance
Current Assets	\$ 551,517		\$ 551,517
Furniture & Equip-net	\$ 13,800		\$ 13,800
Other-Goodwill & Deposits	\$ 4,855	\$ 1,710,000	\$ 1,714,855
Total Assets	\$ 570,172	\$ 1,710,000	\$ 2,280,172
Current Liabilities	\$ 156,930		\$ 156,930
Non-current Liabilities	\$ 159,312		\$ 159,312
Total Liabilities	\$ 316,242		\$ 316,242
NET BOOK VALUE (EQUITY)	\$ 253,930	\$ 1,710,000	\$ 1,963,930

The adjustment above is required to recognize the unrecorded value of goodwill and customer lists. The formula used to establish the value of business was by calculating goodwill as each of the 5,700 subscribers valued at \$300 for "going value" of GLOBAL. (5,700 @ \$300 = \$ 1,710,000). \$ 1,710,000 in value was added to the net book value (equity) for GLOBAL.

Sam Abdallah owns 100% of AMG, INC. (management company) common shares. The cost basis of this investment is stated at original cost. Adjustments for the increase in current value of these assets are summarized below in the condensed balance sheet prepared as of December 31, 2000:

<u>AMG, INC. d/b/a PLEASANT HILL</u> <u>DENTAL - "S CORP"</u>	Balance Sheet	Adjustments	Adjusted Balance
Current Assets	\$ -		\$ -
Furniture & Equip-net	\$ 132,156		\$ 132,156
Other-Goodwill & Deposits	\$ 160	\$ 660,000	\$ 660,160
Total Assets	\$ 132,316	\$ 660,000	\$ 792,316
Current Liabilities	\$ 41,869		\$ 41,869
Non-current Liabilities	\$ 69,333		\$ 69,333
Total Liabilities	\$ 111,202		\$ 111,202
NET BOOK VALUE (EQUITY)	\$ 21,114	\$ 660,000	\$ 681,114

The adjustment above is required to recognize the unrecorded value of goodwill and customer lists. The estimated value of the dental practice was calculating by adding the contract value of Whitney Troupe DMD services, \$ 300,000 and the value of one year's gross, \$ 360,000 for the "going value" of AMG, INC. \$ 660,000 in value was added to the net book value (equity) for AMG, INC. Dental equipment is pledged as collateral for various lease-purchase contracts and Sam Abdallah has guaranteed the contracts.

SAM ABDALLAH
ATLANTA, GEORGIA
NOTES TO
STATEMENT OF ASSETS AND LIABILITIES
AND EXCESS OF ASSETS OVER LIABILITIES
MAY 31, 2001

NOTE 3a - PERSONAL ASSETS - PERSONAL AUTOMOBILE

An automobile owned by Sam Abdallah is encumbered by an installment note totaling \$ 14,000. Estimated value as determined by current book value is \$ 40,000. Original cost was approximately \$70,000 for the vehicle. The vehicle is leased to SEDC for the monthly payment of \$ 566 including principal and interest.

NOTE 3b - PERSONAL ASSETS - PERSONAL EFFECTS

Personal property, household goods and furnishings and other personal effects (excluding jewelry) owned by Sam Abdallah is shown at their estimated value determined by replacement cost. Cost was approximately \$32,000 and the currently estimated value basis is approximately \$ 32,000. Persian rugs valued at \$ 18,000 cost approximately \$ 12,500. The jewelry, silverware and crystal is listed at an estimated cost of \$ 32,500 and \$ 36,000 and has a current estimated value of \$ 32,500 and \$ 36,000 based on replacement cost and insurance coverage.

NOTE 4 - ESTIMATED DEFERRED INCOME TAXES

The estimated current amounts of liabilities at December 31, 2000 equaled their tax bases. Estimated income taxes have been estimated based on the excess of the current values of the assets over their cost or tax bases as if the estimated current values of the assets had been realized on the statement date, using the present income tax rates and the appropriate tax bracket (approximately 20%). This deferred income tax liability will probably differ from the actual amounts of income taxes that eventually might be paid because those amounts are determined by the timing and the method of disposal on realization as well as the impact of the various tax reform acts (Acts of 1997 to 1999) relating to capital gains. Foreign assets are estimated to be taxed at United States tax rates.

Estimated value basis (current value)	
Cost basis (tax bases)	\$ 5,816,918
Unrealized gain at December 31, 1999	<u>2,540,586</u>
Tax on Unrealized Gain (20%)	\$ <u>3,276,332</u>
	\$ <u>655,266</u>

NOTE 5 - ESTIMATED PERSONAL INCOME

Sam Abdallah's personal income is derived from the following sources and is estimated thru May 31, 2001 as follows:

Salary - SEDC - 2000	
Salary - GLOBAL - 2000	\$ 52,000
Other Income, Bonuses & Deferred 401k Plan - SEDC	26,000
Rental Income - Commercial Bldg-3957 (SEDC & GLOBAL)	12,500
Rental Income - Commercial Bldg-3955	114,000
Realized Capital Gains - Estimated for 2001	24,000
Total Estimated Income - 2001	<u>12,000</u>
	\$ <u>240,500</u>

NOTE 6 - LIFE INSURANCE

Personal term life insurance in the amount of \$350,000 is in effect on the life on the owner of the policy, SAM ABDALLAH.

EXHIBIT H

CORPORATE SURETY BOND

See Attached.

TENNESSEE REGULATORY AUTHORITY**Sample #1****TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND**Bond #: MBOQ2005419GLOBAL CONNECTION, INC. OF AMERICA DBA
WHEREAS, GLOBAL CONNECTION, INC. OF TENNESSEE(the "Principal"),
has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

WHEREAS, CUMBERLAND CASUALTY & SURETY COMPANY

(the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 3RD day of NOVEMBER, 2000 and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPALGLOBAL CONNECTION, INC OF AMERICA DBA
Global Connection Inc. of Tennessee

Name of Company authorized by the TRA

128416

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL

Name: SAM WILLIAM ABDALLAH
Title: PRESIDENT**SURETY**CUMBERLAND CASUALTY & SURETY COMPANY

Name of Surety

1900 EMERY STREET #120 ATLANTA GA 30318
Address of Surety

SIGNATURE OF SURETY AGENT

Name: SAM H. NEWBERRY
Title: ATTORNEY-IN-FACT

Address of Surety Agent:

1900 EMERY STREET #120
ATLANTA, GA 30318

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPALSTATE OF TENNESSEE
COUNTY OF _____

Before me, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of _____, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this _____ day of _____, 20____.

My Commission Expires:

_____, 20____

Notary Public**ACKNOWLEDGMENT OF SURETY**

GEORGIA
STATE OF ~~TENNESSEE~~
COUNTY OF ~~_____~~ FULTON

Before me, a Notary Public of the State and County aforesaid, personally appeared SAM H. NEWBERRY with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of GUMBERLAND CASUALTY & SURETY COMPANY, the within named Surety, a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so, executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 3RD day of NOVEMBER, 2000.

My Commission Expires:

DECEMBER 7, 2002, 2000

Notary Public, Cobb County, Georgia
My Commission Expires December 7, 2002.

Shawna J. Hammel
Notary Public

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory Authority, State of Tennessee, this _____ day of _____, 20____.

Name:
Title:

**CUMBERLAND CASUALTY & SURETY COMPANY
TAMPA, FLORIDA**

BOND No MB002005419

KNOW ALL MEN BY THESE PRESENTS: That the Cumberland Casualty & Surety Company, a corporation duly organized under the laws of the State of Florida, having its principal office in the city of Tampa, Florida, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 15th day of April, 1999, to wit:

"Resolved, that the President of the Company shall have the authority to make, execute and deliver a Power of Attorney constituting as attorney(s)-in-Fact, such persons, firms, or corporations as may be selected from time to time.

Be it further resolved, that the signature of the President, Secretary and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or consents for the release of retained percentages and/or final estimates on engineering and construction contracts or similar authority or undertaking to which it is attached."

Cumberland Casualty & Surety Company does Hereby make, constitute and appoint Sam H. Newberry its true and lawful attorney(s)-in-fact, for it and in its name, to sign, execute, acknowledge, deliver, act and deed on its behalf in issuing the bond MB002005419 in the amount of \$20,000.00 and to bind Cumberland Casualty & Surety Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officer of Cumberland Casualty & Surety Company, and all the acts of said attorney(s)-in-fact pursuant to the authority herein given, and hereby ratified and confirmed.

IN WITNESS WHEREOF, Cumberland Casualty & Surety Company has caused these presents to be signed by an officer of the Company and its Corporate Seal to be hereto affixed.

STATE OF FLORIDA)
) SS
COUNTY OF HILLSBOROUGH)



CUMBERLAND CASUALTY & SURETY COMPANY

Edward J. Edenfield IV
Edward J. Edenfield IV, President

On this 15th day of April, A.D. 1999, before me personally came Edward J. Edenfield IV, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Hillsborough, State of Florida; that he is President of Cumberland Casualty & Surety Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

STATE OF FLORIDA)
) SS
COUNTY OF HILLSBOROUGH)



BEVERLY ANN JERRY
Commission # No. CC 758867
Expires August 22, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

I, the undersigned, Secretary of Cumberland Casualty & Surety Company, a Florida Corporation, that the foregoing and attached **POWER OF ATTORNEY** remains in full force.
Signed and Sealed at the City of Tampa.

DO HEREBY CERTIFY

Dated the 3rd Day of November 2000



Carol S. Black
Carol S. Black, Secretary

Principal: GLOBAL CONNECTION, INC. OF AMERICA
Bond Type: GENERAL LICENSE & PERMIT
Obligee: STATE OF TENNESSEE/ TENNESSEE REGULATORY AUTHORITY

EXHIBIT I

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

Pursuant to T.C.A. 65-5-212, as amended, GLOBAL CONNECTION INC. OF TENNESSEE (GLOBAL) submits this small and minority-owned Telecommunications Business Participation Plan (the Plan") along with its Application for a Certificate to Public Convenience and Necessity to provide competing intrastate telecommunications in Tennessee.

I. PURPOSE

The purpose of 65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to telecommunications service providers. GLOBAL is committed to the goals of 65-5-212 and to taking steps to support the participation of small and minority-owned telecommunications businesses in the telecommunications industry. GLOBAL will endeavor to provide opportunities for small and minority-owned telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, GLOBAL will make efforts to identify and inform minority-owned and small businesses that are qualified and capable or providing goods and services to GLOBAL of such opportunities. GLOBAL's representatives have already contacted the Department of Economic and Community Development, the administrator of the small and minority-owned telecommunications assistance program to obtain a list of qualified vendors. Moreover, GLOBAL will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

II. DEFINITIONS

Minority-Owned Business: Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000.)

Small Business: Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000.)

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will in offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production and deadline requirements.


IV. RECORDS AND COMPLIANCE REPORTS

GLOBAL will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, GLOBAL will maintain records of education and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

GLOBAL will submit records and reports required by the Tennessee Regulatory Authority concerning the plan. Moreover, GLOBAL will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

GLOBAL CONNECTION INC. OF TENNESSEE

By:


Houssam Abdallah, President/CEO

Dated: May 1st, 2002.

III. ADMINISTRATION

GLOBAL's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting GLOBAL's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Houssam Abdallah
GLOBAL CONNECTION INC. OF AMERICA
3957 Pleasantdale Road
Atlanta, GA 30340
Telephone: 678) 966-8444 x 101
Facsimile: 770) 458-6773

The Administrator's responsibilities will include:

- 1) Maintaining an updated Plan in full compliance with 65-5-212 and the rules and orders of the Tennessee Regulatory Authority;
- 2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan;
- 3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates;
- 4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in 65-5-212;
- 5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts;
- 6) Providing records and reports and cooperate in any authorized surveys as required by the Tennessee Regulatory Authority;
- 7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses; and
- 8) Providing information and educational activities to persons with GLOBAL and training such persons to seek out, encourage and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce
The Tennessee Department of Economic and Community Development
The United States Department of Commerce
 Small Business Administration
 Office of Minority Business
The National Minority Supplier Development Counsel
The National Association of Women Business Owners.
The National Association of Minority Contractors
Historically Black College, Universities and Minority Institutions

EXHIBIT J

TOLL DIALING PARITY PLAN

GLOBAL does not offer long distance to its customers. Because GLOBAL's customers must prepay for local service, GLOBAL normally blocks long distance calls. In the event GLOBAL decides to provide this service to its customers in the future, GLOBAL would follow the established guidelines and procedures for implementation of intraLATA Parity of toll calls of the ILEC through whom GLOBAL is serving its customer. In the event GLOBAL initiates long distance service to their customers in the future, the Toll Dialing Parity Plan would be as follows:

Implementation Date and Areas of Availability

Upon commencement of service, GLOBAL will offer 2-PIC service in all calling areas throughout the State of Tennessee.

GLOBAL will provide service in all exchanges through out the State of Tennessee.

Method of Selection Process

Initially GLOBAL will follow the 2-PIC strategy established by BellSouth and Sprint. (Other ILECs may be implemented in the future.) With the 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or different carrier, including their existing local exchange company, for all intraLATA toll calls.

Existing customers: GLOBAL employees will be trained to explain the process to customers for making PIC changes for intraLATA toll calls. They will be prepared to make changes in customer records based upon request from customers or carriers and direct customers to their chosen intraLATA carrier. Customers will remain with their current intraLATA carrier until they affirmatively choose an intraLATA toll carrier.

New customers: Processes will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from a list of available carriers. Customers who do not choose a carrier for intraLATA toll calls will be identified as a "No-PIC" and will not be automatically defaulted to a carrier. Fees for PIC changes will be passed on to the customer at the current pricing for residential and business customers. Customers will be able to change both interLATA and intraLATA PICS in the same transaction.

Customer Notifications

Customers will be advised of the opportunity to choose an intraLATA toll carrier separate from their interLATA carrier at the time they place an order initiating service. They will be advised that they may choose a carrier other than their local exchange carrier and that a list of available intraLATA toll carriers is available upon request from customer service. GLOBAL also believes that promotional material by other carriers will make customers aware of the choices available to them.

Cost Recovery

GLOBAL does not anticipate any charges from the providing ILECs to implement their Parity Plan and therefore will not be assessing the customer any additional charges.

Miscellaneous Items

Slamming: GLOBAL will be subject to rules relating to slamming as indicated in Tennessee Regulatory Rule 1220-4-2-.65, Sections(2)-(19) and 120-4-2.58, Sections (1)-(16).

Nondiscriminatory Access: GLOBAL will follow the guidelines established by the providing ILECs as they relate to access of telephone numbers, operator assistance, directory assistance and directory listings.

Rules: GLOBAL will fully comply with all rules and regulations set forth by the FCC and the TRA.

LATA Associations in Tennessee:

LATA:	Prefix:
Memphis	468
Nashville	470
Chattanooga	472
Knoxville	474

EXHIBIT K

CERTIFICATE OF SERVICE

On the 24th and 25th day of April 2002, notice of the foregoing application of GLOBAL CONNECTION INC. OF TENNESSEE and its intention of providing service was served by first-class mail to the companies on the attached list.

LISTING
INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS
CERTIFICATED IN TENNESSEE
(FACILITIES-BASED)

- 1) **ARDMORE TELEPHONE COMPANY, INC.**
P.O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449
(205) 423-2131
(205) 423-2208 (Fax)

- 2) **BELLSOUTH**
333 Commerce Street
Nashville, TN 37201-3300
(615) 214-3800
(615) 214-8820 (Fax)

- 3) **CENTURY TELEPHONE OF ADAMSVILLE**
P.O. Box 405
116 N. Oak Street
Adamsville, TN 38310
(901) 632-3311
(901) 632-0232 (Fax)

- 4) **CENTURY TELEPHONE OF CLAIBORNE**
P.O. Box 100
507 Main Street
New Tazewell, TN 37825
(423) 626-4242
(423) 626-5224 (Fax)

- 5) **CENTURY TELEPHONE OF OOLTEWAH-COLLEGEDALE, INC.**
P.O. Box 782
5616 Main Street
Ooltewah, TN 37363
(423) 238-4102
(423) 238-5699 (Fax)

- 6) **CITIZENS COMMUNICATIONS COMPANY OF TENNESSEE**
P.O. Box 770
300 Bland Street
Bluefield, WV 24701

LISTING
INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS
CERTIFICATED IN TENNESSEE
(FACILITIES-BASED)

- 7) **CITIZENS COMMUNICATIONS COMPANY OF THE VOLUNTEER STATE**
P.O. Box 770
300 Bland Street
Bluefield, WV 24701
- 8) **LORETTO TELEPHONE COMPANY, INC.**
P.O. Box 130
Loretto, TN 38469
(931) 853-4351
(931) 853-4329 (Fax)
- 9) **MILLINGTON TELEPHONE COMPANY, INC.**
P.O. Box 429
4880 Navy Road
Millington, TN 38083-0429
(901) 872-3311
(901) 873-0022 (Fax)
- 10) **SPRINT-UNITED**
112 Sixth Street
Bristol, TN 37620
(423) 968-8161
(423) 968-3148 (Fax)
- 11) **TDS TELECOM-CONCORD TELEPHONE EXCHANGE, INC.**
P.O. Box 22610
701 Concord Road
Knoxville, TN 37933-0610
(423) 966-5828
(423) 966-9000 (Fax)
- 12) **TDS TELECOM-HUMPHREYS COUNTY TELEPHONE COMPANY**
P.O. Box 552
203 Long Street
New Johnsonville, TN 37134-0552
(931) 535-2200
(931) 535-3309 (Fax)
- 13) **TDS TELECOM-TELLICO TELEPHONE COMPANY, INC.**
P.O. Box 9

LISTING
INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS
CERTIFICATED IN TENNESSEE
(FACILITIES-BASED)

102 Spence Street
Tellico Plains, TN 37385-0009
(423) 671-4600
(423) 253-7080 (Fax)

14) TDS TELECOM-TENNESSEE TELEPHONE COMPANY

P.O. Box 18139
Knoxville, TN 37928-2139
(423) 922-3535
(423) 922-9515 (Fax)

15) TEC-CROCKETT TELEPHONE COMPANY, INC.

P.O. Box 7
Friendship, TN 38034
(901) 677-8181

16) TEC-PEOPLE'S TELEPHONE COMPANY, INC.

P.O. Box 310
Erin, TN 37061
(931) 289-4221
(931) 289-4220 (Fax)

17) TEC-WEST TENNESSEE TELEPHONE COMPANY, INC.

P.O. Box 10
244 E. Main Street
Bradford, TN 38316
(901) 742-2211
(901) 742-2212 (Fax)

18) UNITED TELEPHONE COMPANY

P.O. Box 38
120 Taylor Street
Chapel Hill, TN 37034
(931) 364-2289
(931) 364-7202 (Fax)

EXHIBIT L

TENNESSEE SPECIFIC OPERATIONAL ISSUES

Regarding questions 1-4: Global will offer voice grade services through the facilities of BellSouth and Sprint/United. GLOBAL will comply with all applicable statutes and regulations in connection with any provision of regulated voice grade services.

Question 5: The name and telephone number of the person responsible to work with the TRA on resolving customer complaints is:

Houssam Abdallah
(678) 966-8444 x 101

Question 6: GLOBAL has no plan to telemarket its services in Tennessee at this time as GLOBAL's services are rendered on a prepaid basis. In the event GLOBAL decides to telemarket its services in the future, it is aware of the telemarketing statutes and regulations found in TCA 65-4-401 *et seq.* and Chapter 1220-4-11.

EXHIBIT M

PREFILED TESTIMONY OF HOUSSAM ABDALLAH

See Attached.

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

**APPLICATION OF GLOBAL CONNECTION INC.
OF TENNESSEE FOR A CERTIFICATE TO PROVIDE
COMPETING LOCAL TELEPHONE SERVICES**

PRE-FILED TESTIMONY OF HOUSSAM ABDALLAH

I, Houssam Abdallah, do hereby testify as follows in support of the application of Global Connection Inc. of Tennessee ("GLOBAL") for a Certificate of Convenience and Necessity as a competing telecommunications services provider to provide telecommunications services throughout the State of Tennessee:

Q. Please state your full name, business address and position.

A. My name is Houssam Abdallah; my business address is 3957 Pleasantdale Road, Atlanta, Georgia 30340. I am President/CEO of Global Connection Inc. of Tennessee.

Q. Please briefly describe your duties.

A. My duties include overseeing all of GLOBAL's departments and ensuring regulatory compliance with the Public Service Commissions in the states that we are currently approved to conduct business.

Q. Please describe your business experience and educational background.

A. My biography is included as part of **EXHIBIT E** of the Application.

Q. Are all statements in GLOBAL's application for a Certificate of Convenience and Necessity true and correct to the best of your knowledge, information and belief?

A. Yes.

Q. Does GLOBAL possess the requisite managerial, financial and technical abilities to provide the services for which it has applied for authority?

A. Yes. GLOBAL has the requisite managerial, financial and technical abilities to provide the services for which it has applied. GLOBAL has been providing quality telecommunications services to Tennessee subscribers for over 1-1/2 years. During this time the company has developed a team of skilled employees and established procedures for customer service and delivering local telephone service & features.

Q. Describe GLOBAL's managerial and technical qualifications.

A. Global employs approximately 36 people in its operations. **EXHIBIT E** details the biographies of the principal officers of GLOBAL and the organization chart, **EXHIBIT A**, outlines the business professionals that have guided GLOBAL through close to two years of successful operations in Tennessee. The technical staff and the customer service representatives keep GLOBAL operational 24 hours a day, seven days a week. They have hands-on experience working with the incumbent local exchange carriers. When needed, there are formal training programs in place for customer service representatives.

Q. What are the affiliate companies of GLOBAL?

A. The affiliate companies of GLOBAL include: AL- Global Connection Inc. of Alabama; FL- Global Connection, Inc. of America; GA- Global Connection Inc. of Alabama; IN- Global Connection Inc. of America; KY- Global Connection Inc. of Kentucky; MS- Global Connection of Mississippi, Inc.; NC- Global Connection, Inc. of North Carolina; SC- Global Connection of South Carolina, Inc. and TN- Global Connection Inc. of Tennessee. GLOBAL is certified in each of these states as a telecommunications provider.

Q. How are the operations of GLOBAL funded?

A. The group of affiliated companies listed above utilizes a common cash pool whereby funding requirements are provided.

Q. Does GLOBAL possess the requisite financial ability to provide the services for which it has applied for authority?

A. Yes. GLOBAL possesses the requisite financial ability to provide competing local telephone services in Tennessee. GLOBAL has been operating in the State of Tennessee as a reseller for the past 1-1/2+ years and it has been a member of the common cash pool during this time. The company will continue to use the common cash pool as it has done the past.

Q. What services does GLOBAL seek authority to offer?

A. GLOBAL seeks authority to provide facilities-based and resold local exchange and intrastate interexchange services: 1) by reselling the services of other certificated local exchange carriers operating in the State of Tennessee; and 2) by leasing unbundled network elements obtained from certificated incumbent local exchange carriers operating in the State of Tennessee. GLOBAL intends to provide telecommunications services to residential and business customers. GLOBAL does not own its own facilities at this time, therefore GLOBAL will provide service using the leased unbundled network elements of other carriers, and/or by resale of the services of other carriers.

Q. Will GLOBAL offer service to all consumers within its service area?

A. GLOBAL will offer service to all consumers on a prepaid basis. However, the availability of some of the services that GLOBAL offers may be limited by the technology and the availability of facilities established through incumbent local exchange carriers.

- Q. Does GLOBAL plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines?
- A. Not at this time.
- Q. Will the granting of a Certificate of Convenience and Necessity to GLOBAL serve the public interest?
- A. Yes, granting GLOBAL a Certificate of Convenience and Necessity would serve the public interest. GLOBAL will provide competitive services throughout the State of Tennessee. Additional competition is in the public interest because it increases choice and tends to reduce prices.
- Q. Does GLOBAL intend to comply with all TRA rules, statutes and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?
- A. Yes, GLOBAL intends to comply with all TRA rules, statutes and orders, including TCA 65-2-201.
- Q. Has any state ever denied GLOBAL or one of its affiliates authorization to provide intrastate service?
- A. No, GLOBAL has not ever been denied authorization to provide intrastate service.
- Q. Has GLOBAL or one of its affiliates ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?
- A. No.
- Q. Who is knowledgeable about GLOBAL's operations and will serve as GLOBAL's regulatory and customer service contact.
- A. I, Houssam Abdallah, am knowledgeable regarding operations and will serve as the regulatory contact. Mr. Michael Hill will serve as the customer service contact.
- Q. Please explain in detail GLOBAL's proposed procedures for responding to information requests from the TRA and its staff.
- A. All staff and TRA information requests can be directed to:

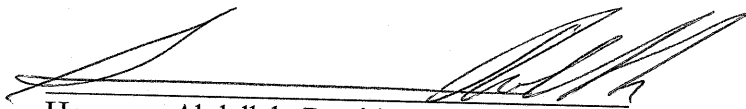
Joanna Abdallah
Legal Department
GLOBAL CONNECTION INC. OF TENNESSEE
3957 Pleasantdale Road
Atlanta, GA 30340

Alternatively, you can contact the Legal Department directly by telephone at 678.966.8444 x 254. All requests by the TRA or its staff will be responded to quickly.

Q. Does this conclude your testimony?

A. Yes, this concludes my testimony.

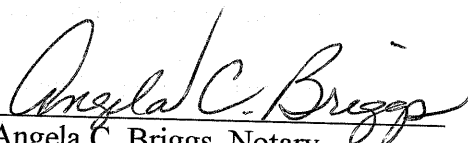
I swear that the foregoing testimony is true and correct to the best of my knowledge.



Houssam Abdallah, President/COE
GLOBAL CONNECTION INC. OF TENNESSEE

Subscribed and sworn to me this 15th day of May 2002.

State of Georgia
DeKalb County

Notary Public: 
Angela C. Briggs, Notary

My Commission Expires:

ANGELA C BRIGGS
Notary Public, Gwinnett County, Georgia
My Commission Expires December 3, 2005

EXHIBIT N

TARIFF OF GLOBAL CONNECTION INC. OF TENNESSEE

See Attached.

TITLE SHEET

GLOBAL CONNECTION INC. OF TENNESSEE

This contains the descriptions, regulations, and rates applicable to the furnishing of services and facilities for alternative local exchange telecommunications services provided by Global Connection Inc. of Tennessee, with principal offices at 3957 Pleasantdale Road, Atlanta, GA 30340. This tariff applies for services furnished within the State of Tennessee. This is on file with the Tennessee Regulatory Authority, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED DATE: May 2, 2002

EFFECTIVE DATE:

By:

Houssam Abdallah, President/CEO
3957 Pleasantdale Road
Atlanta, GA 30340

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Sheet</u>	<u>Revision Level</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original

When a tariff filing is made with the TRA, an updated Check Sheet accompanies the tariff filing.

ISSUED DATE: May 2, 2002

EFFECTIVE DATE:

By:

Houssam Abdallah, President/CEO
3957 Pleasantdale Road
Atlanta, GA 30340

TABLE OF CONTENTS

Title Sheet.....	1
Check Sheet.....	2
Table of Contents.....	3
Symbols.....	4
Sheet Numbering and Revision Levels.....	5
Section 1 – Technical Terms and Abbreviations	6
Section 2 – Rules and Regulations.....	7
Section 3 – Description of Service.....	17
Section 4 – Rates.....	18
Section 5 – Billing Contents	20

ISSUED DATE: May 2, 2002

EFFECTIVE DATE:

By:

Houssam Abdallah, President/CEO
3957 Pleasantdale Road
Atlanta, GA 30340

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved From Another Tariff Location.
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

ISSUED DATE: May 2, 2002

EFFECTIVE DATE:

By:

Houssam Abdallah, President/CEO
3957 Pleasantdale Road
Atlanta, GA 30340

SHEET NUMBERING AND REVISION LEVELS

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine, the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised sheet 14. Because of various suspension periods, deferrals, etc. the sheet number on file with the Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

2.
2.1
2.1.1
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

ISSUED DATE: May 2, 2002

EFFECTIVE DATE:

By:

Houssam Abdallah, President/CEO
3957 Pleasantdale Road
Atlanta, GA 30340

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line – An arrangement that connects the Customer's location to a company's switching center or point of presence.

Authorized User – A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Company – Global Connection Inc. of Tennessee

Commission – The Tennessee Regulatory Authority

Customer – The person, firm, corporation, or other entity that orders service and is responsible for payment of charges and compliance with the Company's.

ILEC – Incumbent Local Exchange Carrier

Local Exchange Services – Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Resold Local Exchange Service – A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers.

TRA – Tennessee Regulatory Authority.

ISSUED DATE: May 2, 2002

EFFECTIVE DATE:

By:

Houssam Abdallah, President/CEO
3957 Pleasantdale Road
Atlanta, GA 30340

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of Global

The Company's services are provided on a prepaid monthly basis unless otherwise indicated and are available twenty-four hours per day, seven days per week.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary ILEC facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 Global reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The local service offerings provided under this tariff are controlled by Global, and the Customer may not transfer or assign the use of service without the express consent of Global.
- 2.2.4 Prior permission from Global is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

ISSUED DATE: May 2, 2002

EFFECTIVE DATE:

By:

Houssam Abdallah, President/CEO
3957 Pleasantdale Road
Atlanta, GA 30340

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 Global's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.4.2 Global shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service provided under this tariff, if caused by any person or entity other than Global, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any cause beyond Global's direct control.

2.4.3 Global shall not be liable for, and shall be fully indemnified and held harmless by a Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company or it's underlying ILEC, if not directly caused by negligence of the Company.

ISSUED DATE: May 2, 2002

EFFECTIVE DATE:

By:

Houssam Abdallah, President/CEO
3957 Pleasantdale Road
Atlanta, GA 30340

2.4 Liabilities of the Company, cont.

2.4.4 No agent or employee of any other carrier shall be deemed to be an Agent or employee of Global Connection Inc. of Tennessee.

2.4.5 Global shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service, which is not the direct result of the Company's negligence.

2.5 Deposits

The Company does not require a deposit from the Customer.

2.6 Payment for Service

2.6.1 The Customer is responsible for all charges for services and equipment furnished to the Customer or to an authorized user of the Customer by Global Connection Inc. of Tennessee. All charges due by the Customer are payable to Global Connection Inc. of Tennessee or to Global's authorized agent. Terms of payment shall be according to the rules and regulations of Global and subject to the rules of regulatory agencies.

2.6.2 The Customer must prepay the applicable installation charge and the first month local exchange service charge before service begins, then the Customer must prepay each month for all services rendered. In each subsequent month the Customer will be mailed an invoice via the US Postal Service no later than 10 days before the due date.

2.6.3 If service is suspended and the Customer restores service, the Customer is required to pay any remaining balance and a \$20.00 restoration fee. The fee for a business customer is \$50.00.

2.6.4 If the telephone service is disconnected and the Customer wishes to reinstate the service, the Customer is required to pay any remaining balance and \$75.00 reconnection fee. The fee for a business customer is \$125.00.

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2.7 Taxes

All state and local taxes including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax, 911 assessments and FCC charges are listed as separate line items and are not included in the quoted rates. All such taxes and surcharges will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff.

2.8 Terminal Equipment

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key system or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.9 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The agreement will determine terms and conditions of installation and for termination of service. The service agreement does not alter rates specified in this tariff.

2.9.1 Quality of Service

As a reseller and UNE platform provider, the quality of service provided to the Global end users would be equal to that received from the Company's underlying carrier.

2.10 Other Rules

2.10.1 The Company reserves the right to refuse to process Credit Card payments when authorization for use of the card is rejected or cannot be validated.

ISSUED DATE: May 2, 2002

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2.10 Other Rules, cont.

2.10.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Tennessee Regulatory Authority.

2.11 Cancellation by the Customer

When a Customer desires to have his/her service terminated, he/she must notify Global either orally or in writing.

2.12 Interconnections

Service furnished by Global may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with Global's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. The Company shall not be liable for any act or omission of any other company furnishing a portion of such service.

2.13 Refusal or Discontinuance by Company

Global mails the Customer a statement between 10-18 days prior to the due date. The due date is clearly indicated on the statement. The statement also includes a Notice to the Customer that service may be disconnected 5 days after the due date if payment is not made in full. Global reserves the right to suspend customers rather than disconnect customers, depending upon the circumstances. Global may suspend, refuse or discontinue service under the following conditions:

ISSUED DATE: May 2, 2002

EFFECTIVE DATE:

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2.13 Refusal or Discontinuance by Company, cont.

- (a) For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- (b) For use of telephone service for any other property or purpose than that described in the application.
- (c) For neglect or refusal to provide reasonable access to Global or its agents for the purpose of inspection of service or maintenance of equipment that may be owned by Global and its Agents.
- (d) For noncompliance with or violation of Commission regulation or Global's rules and regulations on file with the Commission.
- (e) For nonpayment of bills.
- (f) If the Customer or an authorized user of the service used the service in such a manner as to adversely affect Global's service to others.
- (g) In the event of unauthorized or fraudulent use of service.
- (h) Without notice by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Global or it's underlying ILEC from furnishing such services.

2.14 Interruption of Service

Credit allowances will not be made for interruptions of services that are to due to the Company's underlying ILEC's testing or adjusting, due to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer. It shall be the obligation of the Customer to notify Global immediately of any interruption in service for which a credit allowance is being requested.

Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Global's underlying ILEC's terminal.

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2.15 Restoration of Service

The restoration of previously denied or disconnected service shall be in accordance with the provisions of this document.

2.16 Tests, Pilots Programs, Promotional Campaigns and Contests

Global may conduct pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the company. From time to time, the Company may waive all processing fees for a Customer for the purposes of customer goodwill.

ISSUED DATE: May 2, 2002

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2.17 Cost of Collection and Repair

2.17.1 The Customer is responsible for any and all costs incurred in the collection of monies due to Global including legal and accounting expenses. The Customer is also responsible for recovery costs of Global-provided equipment and any expenses for repair or replacement of damaged equipment.

2.17.2 The Customer is responsible for arranging for repair and payment for repair for any service outages that are on the Customer's premise or any other such repair if the outage was not directly caused by Global.

2.18 Late Fee

A late fee of 1.5% will be charged on any past due balances beginning 30 days from the mailing date of the bill.

2.19 Return Check Charges

The Customer will be charged \$25.00 whenever a check or draft presented for payment of service is dishonored by the institution upon which it is drawn.

2.20 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing-impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local telephone service subscribers, as may be required by state law.

ISSUED DATE: May 2, 2002

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2.21 Access to Carrier of Choice

Global's local service subscribers shall have the right to select the long distance service provider of their choice. The LDSP service provider should request confirmation and verifications of choice from its Customers no later than the date of submission of its first bill to the Customer. The LDSP service provider should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

2.22 Directory Listings

- 2.22.1 The Company does not publish a directory of subscriber listings however; the Customer's main billing number will be placed in the directory or directories of the dominant local exchange carrier.
- 2.22.2 Reference specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to use of telephone service.
- 2.22.3 In accepting listings as requested by subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in the directories.

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2.23 911 Service

2.23.1 The Company provides access to 911 Service for emergency calling at no charge. This service is provided via the Company's contracted carrier's network.

2.23.2 911 information consisting of the names, addresses and telephone and telephone numbers of all telephone customers is confidential. The Company will release such information after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.

2.23.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station are furnished to the Public Safety answering point.

2.23.3 The Company assumes no liability for any infringement, or invasion of any right or privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of the 911 Service.

2.24 Directory Assistance

The Company does not provide local directory assistance. Access to directory assistance may be obtained by dialing 1+555+1212 or 411 for other listings. Customers will be billed @\$1.25 for each intrastate directory assistance call. The directory assistance charge will be applied to each call regardless of whether the directory assistance bureau is able to furnish the numbers if requested.

2.25 Miscellaneous Rates and Charges

The Company adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to: the Universal Service Fund and the Primary Interexchange Carrier Charge.

ISSUED DATE: May 2, 2002

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2.26 Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Users who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. Users using TDDs with the assistance of the relay center will receive a credit on their subsequent bill equal to fifty percent (50%) of the rate for the applicable rate period. If either the User or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

ISSUED DATE: May 2, 2002

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Atlanta, GA 30340

SECTION 3 – DESCRIPTION OF SERVICE

3.1 Service Area

Global will resell all of the underlying carrier's available features and services for residential Customers that are eligible for resale.

3.2 Local Exchange Service

Global offers to residential Customers flat rate, unlimited Global local service with access to 911, operator services, toll free numbers and relay services.

3.2.1 The Company's local telephone Service provides a Customer with the ability to:

- place or receive call to any calling station in the local exchange calling area
- access basic 911 Emergency Service
- access the interchange carrier selected by the Customer for long distance calling
- place or receive calls to toll telephone free numbers

3.2.2 The Company's service cannot be used to originate calls to other telephone companies caller-paid information services. The Company blocks these calls.

3.3 Maintenance Plan

Global offers a maintenance plan to the Customers that would cover local service outages that require repairs to the Customer's inside wiring. The plan does not include any repairs to deliberately caused outages on the Customer's premise.

ISSUED DATE: May 2, 2002

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SECTION 4 – RATES**4.1 Global Connection Inc. of Tennessee Rates****4.1.1 Local Exchange Service**

Global offers local exchange service on a pre-paid basis as follows:

4.1.2 Installation Charges	<u>Residential:</u>	<u>Business:</u>
New Line	\$ 70.00	\$ 120.00
Restoration fee	20.00	50.00
Reconnection fee	75.00	125.00

4.1.3 Service Rates

Basic service	45.00	78.50
Basic UNE service	55.00	80.00

These features are included with a Customer's local service that elects to purchase the Company's UNE package. A Customer that elects to purchase the Company's basic package may add one or more of the following features at the price indicated:

Caller ID Deluxe	\$15.00
Call Waiting	5.00
Call Return	5.00
Call Forwarding	5.00
3 Way Calling	5.00
Call Block	5.00
Repeat Dialing	5.00
Call Selector	5.00

4.1.4 Optional Services

Unpublished Number	5.00
Voice Mail	10.00
Maintenance Plan	5.00

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SECTION 4 – RATES, cont.

4.2 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for service not generally available under this tariff. Individual case basis rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval, and will be made part of this tariff.

4.3 Service Area

Global will serve all areas of Tennessee that are serviced by an Incumbent Local Exchange Service provider for which Global has a resale or comprehensive agreement that includes an unbundled network elements platform.

ISSUED DATE: May 2, 2002

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3957 Pleasantdale Road
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SECTION 5 – BILLING CONTENTS

5.1 Billing Contents

The Company's customer bill contains the following information:

- Name and address of Global Connection Inc. of Tennessee
- Global's Service/Inquiry toll-free number
- Name and Address of the Customer
- Bill Date
- Due Date
- All Account Numbers
- Invoice Number
- Detail of Charges
- Summary of Charges

ISSUED DATE: May 2, 2002

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3957 Pleasantdale Road
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EXHIBIT O

SAMPLE BILL OF GLOBAL CONNECTION INC. OF AMERICA

Three samples of Global's bills are attached.

- 1) The April 1, 2001 bill is an example of the Customer's Initial Bill that is serviced through an unbundled network elements platform (UNE-P).
- 2) The May 1, 2002 bill is an example of the Customer's Recurring Bill that is serviced through an unbundled network elements platform (UNE-P).
- 3) The April 30, 2002 bill is an example of the Customer's Basic Bill that is serviced through resold telecommunications services (not UNE-P).



Connection Inc. of America
Your Communications Company

Global Connection Inc. of America

PO BOX 48269
Atlanta, Georgia 30362

Phone: (770) 457 - 7174
(877) 780 - 1926

Reference Number

7709213977 1

102886

JOHN SMITH 1234 BLANK STREET ASHLAND CITY, TN 37015	Invoice Date	Telephone Number
	April 01, 2002	(770)-921-3977
Description of Service		Amount
Global Platinum (UNEP) - TN 4/1/02 to 4/30/02		\$69.90
BASIC SERVICE - PS		
CONNECTION FEE - PS \$43.50		
FCC CHARGE \$15.00		
OSS CHARGE \$5.00		
911 SURCHARGE \$3.50		
STATE SALES TAX \$1.10		
FEDERAL EXCISE TAX \$0.81		
COUNTY SALES TAX \$0.40		
FED. UNIVERSAL SERVICE FUND \$0.30		
Previous Due Balance \$0.29		
		(\$69.90)
Please make payment payable to "GCI of America"		Total Due
Your last payment was made on for 0.00 Pending charges \$0.00		\$0.00

A \$10 late fee will be added if payment is received after the due date. Your telephone line is subject to immediate suspension if your payment is not received within 5 days of the due date and, if suspended, a \$20 restoral fee will be charged. Your service will be disconnected if a payment is not made within 10 days after service is suspended. If your service is disconnected you will have to pay the existing balance on your account plus a \$50 reconnection fee.

When making payments use the reference number as your account number.

PERSONAL CHECKS ARE NO LONGER ACCEPTED AS A FORM OF PAYMENT

Por Favor Tradusca Detach and return bottom portion with your payment...THANK YOU !!!

102886

Due Date	Amt Enclosed	Telephone Number	Reference Number	Customer Name
04/01/2002		(770)-921-3977	7709213977 1	JOHN SMITH

Global Connection Inc. of America

PO Box 48269
Atlanta, Georgia 30362
Ph: (770) 457 - 7174



Connection Inc. of America
Your Communications Company

Global Connection Inc. of America
PO BOX 48269
Atlanta, Georgia 30362
Phone: (770) 457 - 7174
(877) 780 - 1926

Reference Number

7709213977 1

102887

JOHN SMITH 1234 BLANK STREET ASHLAND CITY, TN 37015	Invoice Date	Telephone Number
	May 01, 2002	(770)-921-3977
Description of Service		Amount
Global Platinum (UNEP) - TN 5/1/02 to 5/31/02		\$55.00
BASIC SERVICE - PS		
FCC CHARGE		\$45.24
STATE SALES TAX		\$5.00
911 SURCHARGE		\$1.80
FEDERAL EXCISE TAX		\$1.10
COUNTY SALES TAX		\$0.90
FED. UNIVERSAL SERVICE FUND		\$0.67
Previous Due Balance		\$0.29
Please make payment payable to "GCI of America"		
Your last payment was made on for 0.00 Pending charges \$0.00		
Total Due		\$55.00

A \$10 late fee will be added if payment is received after the due date. Your telephone line is subject to immediate suspension if your payment is not received within 5 days of the due date and, if suspended, a \$20 restoral fee will be charged. Your service will be disconnected if a payment is not made within 10 days after service is suspended. If your service is disconnected you will have to pay the existing balance on your account plus a \$50 reconnection fee.

When making payments use the reference number as your account number.

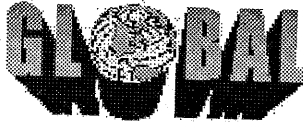
PERSONAL CHECKS ARE NO LONGER ACCEPTED AS A FORM OF PAYMENT

Por Favor Tradusca Detach and return bottom portion with your payment...THANK YOU !!!

102887

Due Date	Amt Enclosed	Telephone Number	Reference Number	Customer Name
05/01/2002		(770)-921-3977	7709213977 1	JOHN SMITH

Global Connection Inc. of America
PO Box 48269
Atlanta, Georgia 30362
Ph: (770) 457 - 7174



Connection Inc. of America
Your Communications Company

Global Connection Inc. of America
PO BOX 48269
Atlanta, Georgia 30362
Phone: (770) 457 - 7174
(877) 780 - 1926

Reference Number

8440201034 6

102778

CENILIA SMITH 230 NEEDMORE RD APT A CLARKSVILLE, TN 37040	Invoice Date	Telephone Number
	April 30, 2002	(931)-503-0538
Description of Service		Amount
Premier Service Promo - 0103 5/18/02 to 6/17/02 <i>BASIC SERVICE - PS</i> <i>FCC Charge-TN-BS</i> <i>STATE SALES TAX</i> <i>FEDERAL EXCISE TAX</i> <i>911 SURCHARGE</i> <i>COUNTY SALES TAX</i> <i>FED. UNIVERSAL SERVICE FUND</i>		\$61.74
Previous Due Balance		\$0.00
Please make payment payable to "GCI of America" Your last payment was made on 04/09/2002 for 59.74 Pending charges \$0.00		Total Due \$61.74

A \$10 late fee will be added if payment is received after the due date. Your telephone line is subject to immediate suspension if your payment is not received within 5 days of the due date and, if suspended, a \$20 restoral fee will be charged. Your service will be disconnected if a payment is not made within 10 days after service is suspended. If your service is disconnected you will have to pay the existing balance on your account plus a \$50 reconnection fee.

When making payments use the reference number as your account number.

PERSONAL CHECKS ARE NO LONGER ACCEPTED AS A FORM OF PAYMENT

Por Favor Tradusca Detach and return bottom portion with your payment...THANK YOU !!!

102778

Due Date	Amt Enclosed	Telephone Number	Reference Number	Customer Name
05/18/2002		(931)-503-0538	8440201034 6	CENILIA SMITH

Global Connection Inc. of America
PO Box 48269
Atlanta, Georgia 30362
Ph: (770) 457 - 7174